



COLLEGE RADIO CORPORATION

April 19th, 1954

Radio Station WCSR
Smith College
Northampton, Massachusetts

Gentlemen:

We are engaged in the business of acting as a representative and agent for college and university student-operated radio stations in relation to all matters pertaining to national advertising.

We understand that you desire to secure national advertising and to employ us as your sole and exclusive agent in all matters whatsoever connected therewith, including the solicitation of national advertising accounts and the sale of your broadcast time to national advertisers. We agree to act as such agent, upon the following terms and conditions:

1. You hereby appoint us as your sole and exclusive agent, throughout the United States and Canada, in all matters whatsoever pertaining to national advertising, including, but not limited to, the solicitation of national advertising and the sale of your broadcast time to national advertisers, for a period of one year from the date of this letter and from year to year thereafter, subject, however, to the right of either of us to terminate our agreement at the conclusion of the initial one year term hereof, or at the end of any succeeding contract year, on not less than ninety (90) days' written notice by registered mail, return receipt requested, given by one to the other.

2. You reserve the right to accept or reject any account obtained by us for any reason whatsoever, unless, in specific instances, you shall otherwise agree in writing.

3. We hereby accept appointment as your agent, and agree:

- (a) to employ and pay from our own funds such salesmen as we shall deem necessary to secure national advertising for you and the other college and university radio stations for whom we now or may hereafter act as agent;
- (b) to maintain adequate offices for billing and collecting for all advertising sold;
- (c) to exercise reasonable care in extending credit to advertisers, and
- (d) in general, to devote our best skill, labor, attention and sales ability to the solicitation of national advertising and the sale of broadcast time for you and the other college and university radio stations for whom we now or hereafter may act as agent.

4. All payments for national advertising shall be collected by us as your agent. We shall bill and collect in our own name, and shall remit to you for any account within ten (10) days after payment has been received by us. As compensation for our services in soliciting and procuring national advertising

Radio Station 1029
Community College
Northumbria, Massachusetts

Comments:

This has evidently been a difficult period for us all. We have had to make many changes in our lives and we are still trying to adjust to them. I hope you will understand that we are doing our best to help each other through this difficult time.

One of the most difficult things about this is the loss of our loved ones. We have lost many friends and family members, but we are trying to stay strong and support each other. It's been a very emotional time for all of us, but we are trying to keep our spirits up and stay positive.

We are also trying to find ways to cope with the stress and uncertainty of the situation. We are seeking guidance from professionals and trying to stay informed about what is happening. We are also trying to stay connected with our loved ones and support each other. It's been a very challenging time, but we are doing our best to stay strong and positive.

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accounts for you, we shall receive a commission of twelve and three-quarters (12.75%) per cent of your share of the gross amount billed by us to each advertiser, which commission we shall be entitled to deduct from the sum to be remitted by us to you and the other college and university radio stations whom we represent.

5. We agree to take charge of the administration and servicing of all contracts for national advertising obtained by us for you, and to do all things reasonably necessary to service and handle such accounts, including, but not limited to, the entertainment of advertisers and their representatives, issuance of time orders, the distribution of commercial copy to stations, the distribution of production instructions to stations, the distribution of program formats, surveys and promotional aids to stations, and the collection of such broadcast affidavits and survey returns as the national advertisers or their agencies shall from time to time require. As compensation for these services, we shall receive, in addition to the commission specified in paragraph 4, a service fee of seven and one-quarter (7.25%) per cent of your share of the gross amount billed by us to each advertiser, which service fee we shall be entitled to deduct from the sum to be remitted by us to you and the other college and university radio stations whom we represent.

6. You covenant and agree that during the life of this agreement:

- (a) you will not accept any national advertising except through us, unless we shall give you our prior approval in writing;
- (b) you shall refer all inquiries pertaining to national advertising promptly to us and shall notify persons making such inquiries that you are represented by us; and
- (c) you shall supply us with any data reasonably required by us in connection with the solicitation of national advertising.

7. You agree that we may take any action which we deem necessary to collect delinquent accounts from national advertisers or to enforce advertising contracts, including the commencement, prosecution and defense of actions at law or suits in equity. The expenses in any such litigation shall be borne in such proportions as shall be mutually agreed upon. In the event that we cannot agree as to the apportionment of the expense of such litigation, we shall have the right, but not the obligation, to institute and prosecute any such action at our own expense and in your name.

8. For the purposes of this agreement, the term "national advertising" shall mean advertising purchased or placed by advertisers whose products, commodities or services are distributed or sold in more than one metropolitan market or in more than one state, provided, however, that contracts separately negotiated by us with you, and contracts between Eastern States Radio Corporation and you which may be assigned to us, pertaining to so-called "package program series," shall not be deemed "national advertising" and shall not fall within the purview of this agreement.

9. You covenant and agree that your rate card, attached hereto and made a part hereof, correctly sets forth the schedule of rates and discounts at which we are authorized to sell your broadcast time to national advertisers and their agencies; and that no change shall be made in the rates and discounts therein set forth, except on ninety (90) days' prior written notice to us.

10. This letter constitutes and expresses our entire agreement with respect to the terms and conditions under which we are to represent you, and all former agreements, promises and understandings relative thereto are herein merged. Any future changes, modifications or additions to the terms and conditions herein expressed must be in writing, signed by the party to be charged.

11. This agreement shall be interpreted and enforced in accordance with the laws of the State of New York. The invalidity or unenforceability of any term, covenant or condition contained in this agreement shall not be deemed to, and shall not, terminate, invalidate or render unenforceable any of the other terms, covenants or conditions hereof.

12. The failure of either of us, in any one instance or more, to insist upon the performance of any of the covenants, terms or conditions of this agreement, or to exercise any right or privilege herein conferred, shall not be construed as thereafter waiving any such covenants, terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect.

If the foregoing correctly sets forth your understanding of our agreement, will you please so signify by signing your name beneath the word "Approved" which appears at the foot of the enclosed copy of this letter, and returning the copy, so signed, to us.

Yours very truly,

COLLEGE RADIO CORPORATION
14 West 45th Street - New York 36, N. Y.

By Robert R. Vance, Jr.
Vice-President

A witness of the above signature
should sign on the line below, giving
title, if any:

(Witness)

APPROVED As of the 1st day
of June, 1954.

Radio Station WCSR

(Name of Station)

~~Smith College~~

(Where Located)

By Camille Davis, Station Manager
(Give title after signature)

Witnesses of the above signature should sign on the lines below, giving titles, if any:

Arianna Hodder
(Faculty Advisor)

(other witness)

